

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2016 (the "Effective Date"), between the **Connecticut Health Insurance Exchange d/b/a Access Health CT**, a quasi-public agency created by the State of Connecticut (the "State") pursuant to Public Act 11-53, with an office at 280 Trumbull Street, Hartford, Connecticut, 06103 (the "Exchange") and _____, a _____ [corporation, LLC, etc.], with an office at _____ (the "Contractor").

WHEREAS, from time to time the Exchange requires assistance with performing surveys and assessments of the satisfaction, experience and understandings of the Exchange's current enrollees and other relevant groups in Connecticut in support of its enrollment, outreach, marketing, and communication efforts;

WHEREAS, the Contractor is in the business of providing certain services that the Exchange would like to obtain in connection with the tasks described in the schedule(s) attached hereto;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services.

- a) The Exchange desires the Contractor to perform, and the Contractor agrees to perform, the services set forth in each statement of work attached hereto as a schedule (the "Services"). Each statement of work shall (a) be signed by the parties; (b) be in substantially the same form as Schedule 1 attached hereto; and (c) be deemed to incorporate all of the terms and conditions set forth in this Agreement (each a "Statement of Work"). In the event of any conflict between the terms and conditions herein and those in any Statement of Work, the terms and conditions in the Statement of Work shall prevail.
- b) Each Statement of Work shall, to the extent applicable, contain: (a) a description of the project and the services to be performed by the Contractor; (b) a description of the tasks to be performed by the Exchange and any third party; (c) a description of the deliverables, if any, to be produced by the Contractor; (d) the schedule for completion of each deliverable and/or stage of the project; and (e) the fees to be paid to the Contractor and a schedule for payment.
- c) During the course of the Contractor's performance of services under any Statement of Work, the Exchange may request changes in the Services to be rendered. The Contractor shall incorporate any such changes, provided that the parties execute an amended schedule, signed by both parties, setting forth the amended scope of work, any changes in the scheduled completion dates for deliverables and/or services and any change in the applicable fees.

2. Administration.

- a) The individuals in charge of administering each Statement of Work on behalf of the Exchange and the Contractor, respectively, are set forth on the corresponding schedule.
- b) If the Exchange requests that a staff member of the Contractor no longer provide Services to the Exchange under this Agreement, the Contractor shall remove such staff member from the assignment within seven (7) days upon written notice detailing the specific reasons for the

removal. Upon the request of the Exchange, the Contractor shall augment the remaining staff with staff acceptable to the Exchange.

3. Time of Performance and Term.

- a) The Contractor shall perform the Services at such times and in such sequence as may be reasonably requested by the Exchange. The Contractor shall comply with any timeline or deadlines set forth in each Statement of Work.
- b) Statements of Work may be added to this Agreement pursuant to the mutual written agreement of the parties for a period of _____ from the Effective Date, unless the Agreement is terminated sooner in accordance with the provisions herein.
- c) Each Statement of Work shall identify the term of that Statement of Work, which term may be terminated sooner in accordance with the provisions herein.

4. Termination.

- a) Notwithstanding any other provision of this Agreement, the Exchange may terminate this Agreement at any time for any reason. The Exchange shall notify the Contractor in writing, specifying the effective date of the termination and the extent to which the Contractor must complete performance of the Services prior to such date.
- b) Upon receipt of written notification of termination from the Exchange, the Contractor shall immediately cease to perform the Services (unless otherwise directed by the Exchange in the notice). Upon written request from the Exchange, the Contractor shall assemble and deliver to the Exchange all Records (as defined in Section 8(a) below) in its possession or custody; with the exception of one copy being retained to keep record of obligations, as soon as possible and no later than thirty (30) days following the receipt of a written termination notice, together with a final invoice for Services performed to date.
- c) The Exchange shall, within forty-five (45) days of final billing, pay the Contractor for Services completed to the reasonable satisfaction of the Exchange and any out-of-pocket costs to which the Contractor is entitled pursuant to a Statement of Work. Notwithstanding any other term of this Agreement, the Contractor shall not be entitled to receive, and the Exchange shall not be obligated to tender to the Contractor, any payments for anticipated or lost profits.

5. Payment.

- a) The Exchange agrees to compensate the Contractor as set forth in each Statement of Work.
- b) Compensation will be paid only after the submission of itemized documentation in a form acceptable to the Exchange. Unless otherwise specified in a Statement of Work, the Contractor shall invoice the Exchange on a monthly basis with payment due no sooner than 30 days from receipt of the invoice. The Exchange may, prior to authorizing payment under this Section, require the Contractor to submit such additional accounting and other information as it deems to be necessary or appropriate. Invoices submitted late by the Contractor may result in delayed payment.
- c) In addition to all other remedies that the Exchange may have, the Exchange may set off any costs or expenses that the Exchange incurs resulting from the Contractor's unexcused non-performance under this Agreement against those amounts that are due or may become due from the Exchange to the Contractor under this Agreement or any other agreement that the Contractor has with the Exchange. This right of setoff shall not be deemed to be the Exchange's

exclusive remedy for the Contractor's breach of this Agreement, all of which remedies shall survive any setoffs.

6. Cross Default.

- a) If the Contractor breaches, defaults or in any way fails to perform satisfactorily under this Agreement, then the Exchange may treat any such event as a breach, default or failure to perform under any other agreements or arrangements ("Other Agreements") that the Contractor has with the Exchange. Accordingly, the Exchange may then exercise any and all of its rights or remedies provided for in this Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any other rights or remedies of the Exchange, as if the Contractor had breached the Other Agreements.
- b) If the Contractor breaches, defaults or in any way fails to perform satisfactorily under any Other Agreements with the Exchange, then the Exchange may, without any action whatsoever required of the Exchange, treat any such event as a breach, default or failure to perform under this Agreement. Accordingly, the Exchange may then exercise any and all of its rights or remedies provided for in the Other Agreements or this Agreement, either selectively or collectively and without such election being deemed to prejudice any other rights or remedies of the Exchange, as if the Contractor had breached this Agreement.

7. Representations and Warranties. The Contractor represents and warrants, to the Exchange for itself and for the Contractor Agents (as defined herein), as applicable, that:

- a) The Contractor and Contractor Agents possess the experience, expertise and qualifications necessary to perform the Services;
- b) The Contractor and Contractor Agents duly and validly exist under the laws of their states of organization and are authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement. The Contractor has taken all necessary action to authorize the execution, delivery and performance of the proposal and this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement;
- c) The execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the state; or (3) any agreement, document or other instrument to which the Contractor is a party or by which it may be bound;
- d) Neither the Contractor nor any Contractor Agent is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any governmental entity;
- e) Neither the Contractor nor any Contractor Agent has, in any of their current or former jobs or assignments, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity;

- f) Neither the Contractor nor any Contractor Agent is presently indicted or, to the best of the Contractor's knowledge, under investigation for, or otherwise criminally or civilly charged by, any governmental entity with commission of any of the offenses listed above; and
- g) None of the Contractor's prior contracts with any governmental entity has been terminated by the governmental entity for cause.
- h) The Contractor has not altered any of the information security and data privacy measures that that the Contractor had in place as of the Exchange's onsite visit to the Contractor's offices in _____ on _____, 2016.

8. Records/Intellectual Property.

- a) The term "Records" means all working papers and such other information and materials as may have been accumulated or generated by the Contractor or Contractor Agents in performing under this Agreement, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means.
- b) Each party, upon written request from the other party, shall provide to the other party within a reasonable time, all original Records, or, in the sole discretion of the requesting party, copies thereof. The parties shall otherwise maintain all original Records, or copies thereof, for a period of five (5) years after the termination of this Agreement. Unless the parties agree otherwise in writing, all intellectual property rights existing prior to the Effective Date, will belong to the party that owned such rights prior thereto. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other, except as expressly set forth herein.
- c) The Exchange shall own all work product, and the copyright therein, resulting from the Services rendered by Contractor under this Agreement. The Contractor represents that the Services and any products of the Services (except the accurate reproduction of information or materials supplied by the Exchange) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.

9. Insurance.

9.1 Before commencing performance of the Services, the Contractor shall obtain and maintain at its own cost and expense for the duration of this Agreement, the following insurance:

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: Contractor shall maintain automobile coverage in the amount of \$1,000,000 combined single limit per accident for bodily. Coverage extends to owned, hired

and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required.

- (c) Workers' Compensation and Employer's Liability: coverage in compliance with applicable workers' compensation laws. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (d) Professional Liability: The Contractor shall secure and maintain Errors and Omissions coverage in a form acceptable to the Exchange in the minimum amount of One Million Dollars (\$1,000,000) aggregate, with a deductible not to exceed Ten Thousand Dollars (\$10,000).

9.2 Promptly upon a request by the Exchange, the Contractor shall furnish to the Exchange on a form or forms acceptable to the Exchange, a Certificate(s) of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the Exchange for the insurance policies required above.

10. Indemnification.

- a) The Contractor shall indemnify, defend and hold harmless the Exchange, the State and their respective officers, directors, representatives, agents, employees, successors and assigns from and against any and all (a) Claims (as defined below) arising, directly or indirectly, in connection with this Agreement, including any acts of commission and/or any omissions (collectively the "Acts"), of the Contractor or Contractor Agents (as defined below); and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any form.
- b) The term "Contractor Agents" means the Contractor's members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, or any other person or entity whom the Contractor retains to perform under this Agreement in any capacity.

11. Independent Contractor. The Contractor is an independent contractor of the Exchange. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between the Contractor and the Exchange. The Contractor shall be solely liable for all wages, benefits and tax withholding for itself and shall comply with all applicable tax laws. Neither party is an agent of the other and neither party shall have any authority to bind the other.

12. Compliance with Laws. The Contractor and Contractor Agents will comply with all applicable state and federal laws and municipal ordinances in satisfying obligations under this Agreement, including, but not limited to, Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics.

13. Notice of Special Compliance Requirements. The Contractor shall comply with all provisions set forth on Exhibit A with respect to Nondiscrimination and Affirmative Action, Certain State Ethics Requirements and Applicable Executive Orders of the Governor.

14. Confidentiality.

a) In the event and to the extent that the Contractor has access to information that is confidential or of a proprietary nature to the Exchange, including, but not limited to, Records, enrollment lists and personal data and personally identifiable information, personal health information, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form ("Confidential Information"), the Contractor agrees to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without the Exchange's prior written consent. The Contractor shall comply with all applicable laws regarding personally identifiable information, including without limitation, the privacy and security standards and obligations adopted in accordance with 45 C.F.R. § 155.260(b)(3), and those privacy and security standards and obligations are hereby incorporated into this Agreement by reference. If the Contractor is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the Exchange with prompt notice of the order or requirement, so that the Exchange may seek a protective order or otherwise prevent or restrict such disclosure.

b) With respect to the Contractor's obligations to maintain the privacy and security of personally identifiable information:

- i) The Contractor shall monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls;
- ii) The Contractor shall promptly inform the Exchange of any change in its administrative, technical or operational environments that would require an alteration of the standards of this Agreement; and
- iii) The Contractor shall bind any subcontractor to the same privacy and security standards and obligations to which the Contractor has agreed in this Agreement.

The Contractor acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, no information provided to the Exchange by the Contractor or any Contractor Agent, regardless of its form, shall be considered confidential, even if marked as such. In no event shall the Exchange have any liability for the disclosure of documents or information in its possession which the Exchange believes it is required to disclose pursuant to FOIA or any other law.

15. Data Security.

a) The Contractor shall comply with Public Act 15-142 and all other applicable state and federal laws concerning data security and privacy standards. Contractor, at its own expense, has a duty to and shall protect from a breach or loss any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards. Contractor shall develop, implement and maintain a comprehensive data security program for the protection of Confidential Information for the Exchange's review and approval. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and Exchange policies concerning the confidentiality of Confidential Information. Such data security program shall include, but not be limited to, the following:

- 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords;
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically; and
 - 6) Redundant firewalls, vulnerability assessments, virus controls, and password maintenance.
- b) In the event of a breach of security or loss of data, the Contractor shall notify the Exchange and the Connecticut Attorney General as soon as practicable but not later than twenty-four (24) hours after the discovery or suspicion of such breach or loss. In addition to this notification requirement, should a data breach occur, the Contractor shall, within three (3) business days after the notification, present to the Exchange and the Connecticut Attorney General, for review and approval, a credit monitoring or protection plan that the Contractor shall make available at its own cost and expense to all individuals affected by the breach. Unless otherwise agreed to in writing by the Exchange and/or the Connecticut Attorney General, as necessary and/or appropriate, such a plan shall be offered to each such individual free of charge and shall consist of, at a minimum, the following:
- 1) Reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a;
 - 2) Credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
 - 3) Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution; and
 - 4) Identity theft insurance with at least \$ 25,000.00 coverage.

Such credit monitoring or protection plans shall cover a length of time commensurate with circumstances of the breach, but under no circumstances shall the credit monitoring and protection plan be for less than two (2) calendar years from the plan start date. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Exchange or any State of Connecticut entity. Nothing in this subsection shall be deemed to limit, supersede or replace any other obligations of the Contractor with respect to a security breach or loss of data or affect the Exchange's rights and remedies against Contractor in the event of such a breach or loss.

16. Notices. Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any recognized overnight delivery service. All such notices shall be in writing and shall be addressed as follows:

If to the Exchange:

Connecticut Health Insurance Exchange
280 Trumbull Street
Hartford, CT 06103
Attention: Director of Legal Affairs and Policy

If to the Contractor:

Attention: _____

17. Miscellaneous.

- a) This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, without regard to its conflicts of law principles. The parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in Hartford County, Connecticut in any action, suit, or other proceeding arising out of or relating to this Agreement, and waive any objection to venue based on the grounds of *forum non conveniens* or otherwise.
- b) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, the Contractor may not assign this Agreement or delegate its duties without the Exchange's prior written permission. Any other assignment in violation of this provision will be null and void. The Exchange may transfer or assign its rights and obligations under this Agreement without the prior written consent of the Contractor. This Agreement shall not be binding on the Exchange, and the Exchange shall assume no liability for payment for Services, unless and until a copy of the Agreement, executed on behalf of each party, is delivered by the Exchange to the Contractor.
- c) If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, provided that neither party would then be deprived of its substantial benefits hereunder.
- d) The Exchange and the Contractor shall not be excused from their obligations to perform in accordance with this Agreement except in the case of force majeure events and as otherwise provided for in this Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or

inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

- e) The parties shall not refer to the Services provided to the Exchange for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the other parties' prior written approval.
- f) The Contractor shall cooperate with any and all audit or review of billing by the Exchange or any other agency, person or entity acting on behalf of the Exchange, and shall, upon written request, provide billing in a format which will facilitate audit or review.
- g) The Contractor shall continue to perform its obligations under this Agreement while any dispute concerning this Agreement is being resolved, unless otherwise instructed by the Exchange in writing.
- h) Neither the failure nor the delay of any party to exercise any right under this Agreement on one or more occasions shall constitute or be deemed a waiver of such breach or right. Waivers shall only be effective if they are in writing and signed by the party against whom the waiver or consent is to be enforced. No waiver given by any party under this Agreement shall be construed as a continuing waiver of such provision or of any other or subsequent breach of or failure to comply with any provision of this Agreement.
- i) The parties acknowledge and agree that nothing in any request for proposal or this Agreement shall be construed as a modification, compromise or waiver by the Exchange of any rights or defenses or any immunities provided by federal or state law to the Exchange or any of its officers and employees. To the extent that this Section conflicts with any other section, this Section shall govern.
- j) The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.
- k) Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, shall survive such expiration and/or termination.
- l) This Agreement, including all exhibits and schedules hereto, constitutes the entire agreement between the parties and supersedes all other agreements, promises, representations, and negotiations, regarding the subject matter of this Agreement.
- m) No amendment or modification of this Agreement or any of its provisions shall be effective unless it is in writing and signed by both parties.
- n) This Agreement may be executed in any number of counterparts and by facsimile or e-mailed signature. All of such counterparts taken together shall, for all purposes, constitute one agreement binding upon all of the parties.

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representative of each party.

**THE CONNECTICUT HEALTH
INSURANCE EXCHANGE d/b/a
ACCESS HEALTH CT**

By: _____
Name:
Title:

Date

[CONTRACTOR]

By: _____
Name:
Title:

Date

Exhibit A

A. Nondiscrimination and Affirmative Action

- a) For purposes of this Section A of this Exhibit A, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of this Agreement;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "marital status" means being single, married, widowed, separated or divorced as recognized by the State of Connecticut (the "State");
 - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders;
 - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which are owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include an agreement where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the

federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order the Commission

may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided that if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

B. Certain State Ethics Requirements

- a) For all State contracts as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.
- b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, the Contractor must submit a contract certification annually to update previously-submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (CT HIX Ethics Form 1) for this purpose, attached as Appendix A. The first of these CT HIX Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Contractor to satisfy its obligation to submit the last certification.

C. Applicable Executive Orders of the Governor

The Contractor shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the Exchange shall provide a copy of these orders to the Contractor.

Appendix A

Required Ethics and Nondiscrimination Certifications

- (1) Ethics Form 1: State of Connecticut Gift and Campaign Contribution - \$50,000 or more
- (2) Ethics Form 3: Certification of State Agency Official or Employee Authorized to Execute Contract –\$50,000 or more; EXECUTED BY EXCHANGE
- (3) Ethics Form 5: Consulting Agreement Affidavit - \$50,000 or more
- (4) Nondiscrimination Form C: Affidavit by Entity, Contracts \$50,000 or more

SCHEDULE 1

Statement of Work (SOW) Number: 1

Project: _____

Effective Date of SOW: _____, 201__

This SOW is entered into by Connecticut Health Insurance Exchange d/b/a Access Health CT, a quasi-public agency created by the State of Connecticut pursuant to Public Act 11-53, with an office at 280 Trumbull Street, Hartford, Connecticut, 06103 (the "Exchange") and _____ (the "Contractor").

I. Background

The Exchange seeks to _____. The Exchange wishes to conduct a survey of [its enrollees and/or former enrollees] so it may, among other things, _____.

II. Description of Services

The Contractor shall perform the survey research, analysis and related services (the "Services") detailed in _____ (the "Proposal"), attached hereto and incorporated herein. In the event of any inconsistency between the Proposal and the terms of the Agreement (defined below) or this SOW, the Agreement and this SOW shall control.

Contractor's deliverables shall include full project management, questionnaire and study design, programming, Spanish translation, data collection and tabulation, predictive modeling, coding of open end responses, a report in Power Point format and an in-person presentation of results (if desired by the Exchange). The Contractor shall develop the questionnaire for use in conducting the surveys in consultation with the Exchange. The Contractor will administer the surveys in English and Spanish and in an agreed upon data gathering method.

The Contractor shall assist the Exchange with any oral presentations needed to inform Access Health CT's business partners, Board of Directors, staff or other relevant constituencies about this or any past research performed by the Contractor for the Exchange.

III. Staffing

The Services shall be performed primarily by the following employees of the Contractor:

- _____
- _____

IV. Administration

The individual in charge of administering this SOW on behalf of the Exchange is _____.

The individual in charge of administering this SOW on behalf of the Contractor is _____.

V. Deadlines/Timeline

The duration of this project shall be approximately ____ weeks from the Effective Date of the SOW. The parties shall endeavor to proceed in accordance with the [timeline] set forth in the Proposal. If not sooner terminated in accordance with the provisions of the Agreement, the term of this SOW shall expire on _____, 201_, unless otherwise agreed to in writing between the parties.

VI. Compensation

The total amount that Contractor may be paid for the Services shall not exceed _____ Dollars (\$_____.00), inclusive of all fees and costs. The Contractor shall be compensated only for work performed, documented and accepted by the Exchange.

VII. Billing

Invoices shall be submitted to the Exchange on a monthly basis. Late submitted invoices may result in a delay in payment. Invoices shall have a minimum of net 30-day payment terms. Invoices shall, at a minimum, include the Contractor name, the billing period and a brief synopsis of the work performed.

VIII. Governing Documents

This SOW shall be governed by that certain Independent Contractor Agreement effective on or about _____, 2016 (the "Agreement"), executed by and between the Exchange and the Contractor.

IN WITNESS WHEREOF, this SOW has been read and signed by a duly authorized representative of each party.

**THE CONNECTICUT HEALTH
INSURANCE EXCHANGE d/b/a
ACCESS HEALTH CT**

By: _____
Name:
Title:

Date: _____

[CONTRACTOR]

By: _____
Name:
Title:

Date: _____